

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 1 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. TX00050-01		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)		5. DATE ISSUED 5/15/01	
7. ISSUED BY Dept. of Justice/Fed. Prison Ind. 320 First Street, N.W. Washington, DC 20534 Attn: John M. Carlock		CODE		8. ADDRESS OFFER TO (If other than Item 7) Same as Block #7			

NOTE : In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 400 1st St, 6th Floor until 3:00P.M. local time 6/15/01
(Hour) (Date)

CAUTION : LATE Submissions, Modifications and Withdrawals : See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME John M. Carlock	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE 202	NUMBER 305-7390	EXT.	

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	11-14
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COST	2-3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT		<input type="checkbox"/>	J	LIST OF ATTACHMENTS	
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	4	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	5-6	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	15-22
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	7				
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	8	<input checked="" type="checkbox"/>	L	INSTR., CONDS., AND NOTICES TO OFFERORS	23-29
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	9-10	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	30

OFFER (Must be fully completed by offeror)

NOTE : Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 60 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.		DATE	AMENDMENT NO.
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER				

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT \$0.00		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION : <input type="checkbox"/> 10 U.S.C 2304 (c)() <input type="checkbox"/> 41 U.S.C. 253 (c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than item 7)		CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) John M. Carlock				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA
FAR (48 CFR) 53.214(c)

Request For Quote

Terms

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

<u>Item No.</u>	<u>SUPPLIES OR SERVICES</u>	<u>Quantity</u>	<u>U/M</u>	<u>UNIT PRICE</u>	<u>AMOUNT IN US\$</u>	<u>PR Number</u>	<u>Del.Date</u>
00001	FAB1019	2,400,000.000	YD			5000001630	

CLTH,CTT/POLY,BLU/1550,3.8-4.3OZ,60"*

65%POLY/35%CTT,MIL-C-43992B

UNICOR PART NUMBER: FAB1019

DESCRIPTION: FABRIC, BROADCLOTH

CONTENT: 65% POLYESTER, 35% COTTON

WEIIGHT: 3.8 TO 4.3 OZ.

SPECIFICATION: MIL-C-43992B, 6-28-89.

COLOR: BLUE #1550.

WIDTH: MINIMUM 60" MAXIMUM OF 62".

U/M: YD

A CERTIFICATE OF CONFORMANCE AND LAB

TEST REPORT MUST ACCOMPANY OR PRECEDE

EACH SHIPMENT OF MATERIAL. FAILURE TO

SUPPLY THESE DOCUMENTS MAY BE CAUSE FOR

REJECTION OF SHIPMENT.

CLTH,CTT/POLY,BLU/1550,3.8-4.3OZ,60"*

65%POLY/35%CTT,MIL-C-43992B

Guaranteed Minimum quantity 260,000 yards

Delivered to FCI Butner

00002	FAB1019	930,000.000	YD			5000001630	
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CLTH,CTT/POLY,BLU/1550,3.8-4.3OZ,60"*

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U/M: YD

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TEST REPORT MUST ACCOMPANY OR PRECEDE

EACH SHIPMENT OF MATERIAL. FAILURE TO

SUPPLY THESE DOCUMENTS MAY BE CAUSE FOR

REJECTION OF SHIPMENT.

CLTH,CTT/POLY,BLU/1550,3.8-4.3OZ,60"*

65%POLY/35%CTT,MIL-C-43992B

Guaranteed Minimum Quantity 150,000 yards

Delivered to FCI Edgefield

Request For Quote

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

Federal Prison Industries (FPI), which operates under the trade name UNICOR, is a whollyowned Government Corporation within the Department of Justice, under the Federal Prison System. The Corporation was created by Congress in 1934, and provides employment, education, and training opportunities to inmates under Federal custody. UNICOR, operates approximately 75 factories in over 53 locations. Its production lines are extensive and include over 175 different products and services sold exclusively to other Federal Agencies and the Department of Defense.

This solicitation is intended to result in a Firm Fixed Price Indefinite Delivery/Indefinite Quantity type contract (Anticipated from Date of Award thru three (3) years. Product: Broad Cloth

Delivery is required at two (2) location(s): FCI Butner, NC and FCI Edgefield, SC

Deliveries are made F.O.B. Destination (Which shall include transportation charges) 60 days (aro) after receipt of initial order and 30 days aro thereafter.

Source Inspection is required.

*****ALL OFFERORS MUST PROVIDE THE NAME OF THE LAB THEY PROPOSE TO USE IN COMPLETING THIS REQUIREMENT*****

Send offers to: UNICOR, FPI, ATTN: John Carlock, 6th Floor, 400 First Street, NW, Washington, DC 20534

Block 8, All Offers are due @ 2:00 pm on 6/11/01

The Bid Acceptance Period is 60 Calendar Days

Block 18a, Payment will be made By: See Item # 15

Block 26, Contract Award Amount is based on the Guaranteed Minimum.

Block 25, Funds (15X4500) for other than the guaranteed minimum are obligated by each delivery order and not the contract itself.

Information contained in Section B and M is Source Selection

Information per FAR Part 3.104

Notes:

This solicitation (also future procurements) and any other information (amendments, etc) may be obtained through UNICOR's web page at www.UNICOR.gov/procurement.

Any amounts over the variation percentages stipulated in this solicitation will be returned to the Contractor at the Contractor's expense.

Any questions or concerns regarding this solicitation shall be put in writing and addressed to the attention of: John Carlock, Contracting Officer.

REQUIRED SPECIFICATIONS: ALL PROSPECTIVE VENDORS WILL SUBMIT A BID SAMPLES of not less than 5 yards in length and 60. 62. width TO: Dave Elsea AT UNICOR, FCI Butner, Old NC Highway 75, Butner, NC 27509. SAMPLES MUST BE RECEIVED PRIOR TO BID CLOSING.

Request For Quote

SECTION D - PACKAGING AND MARKING

D.1 FPI 1000D PACKAGING AND MARKING

Supplement: LCL APPR

Preservation, packaging, and marking for all items covered by this contract shall be in accordance with commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination. The contract number should be on or adjacent to the exterior shipping label. Each package received must be marked for type and quantity.

A Certificate of Conformance must accompany each shipment.

All shipments should be labeled as follows:

- a. Vendor name
- b. Purchase Order number and/or Contract number
- c. Item description
- d. Item quantity and weight
- e. Other pertinent information

(End of Section)

Request For Quote

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.246-2 Inspection of Supplies--Fixed-Price. AUG 1996

E.2 52.246-16 Responsibility For Supplies APR 1984

E.3 FPI 1000E1 IDENTIFICATION OF QUALIFIED LABORATORY AND SOURCE SAMPLING SOURCE SELECTION

Supplement: LCL APPR

Reference FAR Clause 52.246-2, INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996), paragraph (i) (1) AND (2), inspection of material to source sampling, the following clause titled IDENTIFICATION OF QUALIFIED LABORATORY AND SOURCE SAMPLING is hereby incorporated into and made a part of this contract:

(a) The offeror or bidder shall indicate in paragraph (e) below the name and address of the laboratory or laboratories where components or end items will be tested during the course of any resultant contract. A Qualified Laboratories List (QLL) is available through the Commander, DPSC, 2800 South 20th Street, Philadelphia, PA 19101, ATTN: DPSC-POL. Any laboratory proposed by the contractor not on the QLL is subject to the approval of the Contracting Officer.

(b) The Government QAR will cut samples from a lot at the textile component source and send them for testing to the Qualified Laboratory (QL) cited below. (The acceptability of each lot will be determined through the testing of these samples). In addition, the QAR will simultaneously cut samples from the same rolls of material and send them to the DPSC Laboratory. For end items, duplicate samples will be drawn. Source sampling procedures are detailed further in DPSC Manual,

Quality Systems Requirement, 4155.3, which is incorporated by reference.

(c) The prime contractor will notify the DPSC Laboratory (DPSC-POL #215-737-7052) in writing at least ten (10) days in advance when lots are to be presented to allow Government witnessing of QL testing. If the Government intends to witness testing, a representative from the DPSC laboratory will notify the QL. In the absence of Government notification, testing should proceed as scheduled.

(d) If a laboratory is removed from the QLL during the course of a contract, DPSC will perform the required testing for up to 30 calendar days from the date of removal. The contractor is responsible for securing the services of another QL during this period. The charge for testing will be the DPSC Laboratory's effective cost rate on the date of testing.

(e) Any change in the laboratory (laboratories) specified below is prohibited unless approved in advance by the Contracting Officer.

NAME AND ADDRESS OF LABORATORY - [].

COMPONENT IDENTIFY * - [].

NAME AND ADDRESS COMPONENT SOURCE - [].

* When a single lot of material requires testing by more than one laboratory for difference characteristics, list the name of

the secondary laboratory and test characteristics below:

NAME AND ADDRESS OF LABORATORY - [].

COMPONENT IDENTIFY - [].

TEST CHARACTERISTICS - [].

(f) It is solely the prime contractor's responsibility to schedule QL testing and to obtain test reports. The cost of QL

testing shall also be borne by the prime contractor.

(g) Shipment of component materials to the prime contractor need not be deferred pending test results except when shade approval is required (see paragraph (h)). Cutting production lots without a passing QL test report on the corresponding samples is done at the contractor's own risk.

(h) Shade evaluation is acceptance testing. Therefore, component lots may not be shipped to the prime contractor until the DPSC Laboratory accepts the shade of the material.

E.4 52.246-15 Certificate of Conformance. (APR 1984)

Request For Quote

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Governments right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractors signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractors expense.

(d) The certificate shall read as follows:

I certify that on [insert date], the [insert Contractors name] furnished the supplies or services called for by Contract No.[] via [] (Carrier) on [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date of Execution: []

Signature: []

Title: []

E.5 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov

Request For Quote

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.211-17 Delivery of Excess Quantities. SEP 1989

F.2 52.242-15 Stop-Work Order. AUG 1989

F.3 52.247-34 F.o.b. Destination. NOV 1991

F.4 FPI 1000F1 DELIVERY ORDER

Supplement: LCL APPR

Orders shall customarily be made by phone, with subsequent written confirmation containing the following information:

- a. Date of order
- b. Contract number and order number
- c. Item number and description, quantity, and unit price
- d. Delivery or performance date
- e. Place of delivery
- f. Shipping instructions
- g. Accounting data
- h. Any other pertinent information

Delivery shall be no later than 60 days (aro) after receipt of initial order, and 30 days aro thereafter days after receipt of delivery order. The period of performance for this contract will be from the date of award through 3 years thereafter.

F.5 FPI 1000F2 TIME OF DELIVERY/DELIVERY SCHEDULE

Supplement: LCL APPR

16.505(a) and the clause located in FAR 52.216-18 entitled "Ordering" and included in Section I, of this contract, any supplies and/or services to be furnished under this contract shall be ordered by issuance of delivery orders by individuals listed below: all authorized personnel at FCI Butner, NC, FCI Edgefield, SC and Centrall Office Washington, DC except COTRs.

DELIVERY HOURS: Normal delivery hours are as follows: 8:00 - 10:00 and 11:30 - 2:30, Monday through Friday, notwithstanding emergencies and Federal holidays.

F.6 52.211-16 Variation in Quantity. (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

5% Percent increase (Contracting Officer insert percentage)

5% Percent decrease (Contracting Officer insert percentage)

This increase or decrease shall apply to all delivery orders issued against this contract.*

Request For Quote

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 JAR 2852.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (JAN 1985)

Supplement: LCL APPR

(a) Dave Elsea, FCI Butner, NC and Steve Harrison, FCI Edgefield, SC are hereby designated to act as Contracting Officer's Technical Representative (COTR) under this contract.

(b) The COTR is responsible, as applicable, for: receiving all deliverable's, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payments.

(c) The COTR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions, it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes in writing and signed.

ADMINISTERED BY: This contract will be administered by:

UNICOR, Federal Prison Industries, Inc.

320 First Street, N.W.

Washington, DC 20534-0001

ATTN: John M. Carlock, Contracting Officer

Phone: (202) 305-7390

Fax: (202) 305-7344

Written communications shall make reference to the contract number and shall be mailed to the above address.

ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED: Offeror shall indicate below the complete mailing address (including the nine digit ZIP code) to which remittance should be mailed if such address is other than that shown in Block 15A, Page 1 (Standard Form 33), they shall enter it below:

(a) Payee Name (Contractor): _____

(b) Check Remittance Address:

Any questions or problems regarding payment should be directed to the Business Manager at the following locations:
FCI Butner, Old NC Highway 75, Butner, NC 27509, (919)575-5000, FCI Edgefield, 501 Gary Hill Road, Edgefield, SC 29824, (803)637-1500.

Request For Quote

SECTION H - SPECIAL CONTRACT REQUIREMENTS

*****The contractor shall build and maintain a level of 5000 yards of each fabric to be available for immediate delivery. The contractor shall agree to hold the inventory at no additional cost to UNICOR. The inventory shall be maintained at this level until advised by UNICOR to reduce level or the expiration of the contract. All inventory held in stock at the expiration of the contract will be purchased by UNICOR within 30 days. *****

Shade sampling for shading:

(1) the swatches shall be identified and submitted to the DSCP Laboratory for shade evaluation. If one (1) or more of the shade swatches submitted are found unacceptable, the entire lot shall be REJECTED. A lot that was rejected for shade shall be screened and all pieces in the lot defective for shade shall be removed before such a lot is resubmitted. Resubmitted lots shall again be subjected to the sampling and shade evaluation prescribed herein. This requirement does not negate the contractor's responsibility to perform shade evaluation prior to submittal of a lot.

(2) when Section 3 of the fabric specification contains a specific requirement for uniformity of shade and when the standard sample is referenced for uniformity of shade, the swatches submitted in accordance with (1) above shall also be evaluated for uniformity of shade.

(3) the contractor's letter transmitting the swatches to:

DSCP, Commander
Attn: DDPSC-FQL
2800 South 20th Street
P.O. Box 8419
Philadelphia, PA 19101-8419

the swatches shall indicate the following:

- (a) Name of Prime contractor
- (b) Contract Number
- (c) Nomenclature
- (d) Government inspection lot number
- (e) Number of swatches submitted
- (f) QAR's name
- (g) Name and address of the QAR's base plant
- (h) Piece number of standard sample cited in contract
- (i) Tally list with piece numbers (not applicable to case swatching)

Inspection samples will be pulled by a Government Quality Assurance Representative at the point of finishing and will be tested by DSCP. It will be the responsibility of the successful offeror to have shade evaluations (required by MIL-C-43992B, dated June 28, 1986, and/or all modifications to these specifications contained in Contract SPO100-98-D-CA01, be performed by DSCP and a certified QLL Lab. Local inspection and acceptance will be conducted by the UNICOR Quality Assurance Staff at FCC Butner, North Carolina. The width of the cloth shall be a minimum of 60 inches cuttable and a maximum of 62 inches cuttable.

Standard sample is available from:

Request For Quote

UNICOR, Federal Prison Industries
Old NC Highway 75
Butner, North Carolina 27509
Attn: David Elsea, Quality Assurance Manager
Phone: 919-575-5000, ext. 1203
Fax: 919-575-5086
Standard Shade is Blue 1550
Request Roll 88-2

We require to have the option to make a site visit to the offeror prior to the award of a contract. During the site visit, we require an approved bid sample be provided.

The basic material shall be a polyester/cotton broadcloth, USAF blue, Shade No. 1550, standard sample piece No. 88-2, and shall conform to class 4 of MIL-C-43992 (and changes/modifications to MIL-C-43992, found in Contract SPO100-98-D-CA01) dated June 28, 1989.

Put-up: Roll size min is 50 yards, max is 250 yards The width of the cloth shall be a minimum of 60 inches cutable, and a maximum of 62 inches cutable.

Markings/No: Rolls must be marked with roll number, yardage, and product name. Face side of cloth must be marked "face side#.

Packaging: Rolls must be individually shipped in protective plastic.

Delivery: FOB Destination UNICOR, Butner, NC
FOB Destination UNICOR, Edgefield, SC

Accepted 8:00 am 10:00 am & 11:30 am 14:30pm, Monday through Friday except on Federal Holidays and during institution emergencies.

Drivers are encouraged to call prior to arrival: 919-575-5001 (Butner)

Documents: Packing list stating each roll number and yardage, our delivery order number, and release number.

A Certificate to Conformance (COC), written physical test results, and shade approval (DD Form 1222) must precede or accompany shipment. Failure to supply this document with each delivery is grounds for non-acceptance of the shipment and may result in cancellation of the contract.

Request For Quote

SECTION I - CONTRACT CLAUSES

I.1	52.202-1	Definitions.	OCT 1995	
I.2	52.203-3	Gratuities.	APR 1984	
I.3	52.203-5	Covenant Against Contingent Fees.	APR 1984	
I.4	52.203-6	Restrictions on Subcontractor Sales to the Government.	JUL 1995	
I.5	52.203-7	Anti-Kickback Procedures.	JUL 1995	
I.6	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	JAN 1997	
I.7	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	JAN 1997	
I.8	52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	JUN 1997	
I.9	52.204-4	Printed or Copied Double-Sided on Recycled Paper.	AUG 2000	
I.10	52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	JUL 1995	
I.11	52.215-2	Audit and Records - Negotiation.	JUN 1999	
I.12	52.215-8	Order of Precedence--Uniform Contract Format.	OCT 1997	
I.13	52.215-14	Integrity of Unit Prices.	OCT 1997	
I.14	52.217-2	Cancellation Under Multi-year Contracts.	OCT 1997	
I.15	52.219-8	Utilization of Small Business Concerns.	OCT 2000	
I.16	52.219-9	Small Business Subcontracting Plan. (OCT 2000) Alternate II	OCT 2000	
I.17		Reserved		
I.18	52.222-26	Equal Opportunity.	FEB 1999	
I.19	52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.	APR 1998	
I.20	52.222-36	Affirmative Action for Workers with Disabilities.	JUN 1998	
I.21	52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era.	JAN 1999	
I.				
I.22	52.223-6	Drug-Free Workplace.	JAN 1997	
I.23	52.223-14	Toxic Chemical Release Reporting.	OCT 2000	
I.24		Reserved		
I.25		Reserved		
I.26		Reserved		
I.27	52.227-1	Authorization and Consent.	JUL 1995	
I.28	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	AUG 1996	
I.29	52.227-3	Patent Indemnity.	APR 1984	
I.30	52.229-3	Federal, State, and Local Taxes	JAN 1991	
I.31	52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico.	APR 1984	
I.32	52.232-1	Payments.	APR 1984	
I.33	52.232-8	Discounts for Prompt Payment.	MAY 1997	
I.34	52.232-11	Extras.	APR 1984	
I.35	52.232-17	Interest.	JUN 1996	
I.36	52.232-18	Availability of Funds.	APR 1984	
I.37	52.232-23	Assignment of Claims.	JAN 1986	
I.38	52.232-25	Prompt Payment.	JUN 1997	
I.39	52.232-33	Payment by Electronic Funds Transfer -- Central Contractor Registration.	MAY 1999	
I.39a	52.232-34	Payment by Electronic Funds Transfer--Other Than Central Contractor Registration	MAY 1999	
I.40	52.233-1	Disputes.	DEC 1998	
I.41	52.233-3	Protest after Award.	AUG 1996	
I.42	52.242-12	Report of Shipment (REPSHIP).	JUL 1995	
I.43	52.242-13	Bankruptcy.	JUL 1995	
I.44	52.243-1	Changes - Fixed-Price.	AUG 1987	
I.45	52.246-23	Limitation of Liability.	FEB 1997	
I.46	52.248-1	Value Engineering.	FEB 2000	

Request For Quote

I.47 52.249-2 Termination for Convenience of the Government (Fixed-Price). SEP 1996
I.48 52.249-8 Default (Fixed-Price Supply and Service). APR 1984
I.49 52.253-1 Computer Generated Forms. JAN 1991

I.50 FPI 1000I1 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (MAY 1994)
Supplement: LCL APPR

(a) The Contractor agrees to deliver under this contract only such of the following articles that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico--

- (1) Food;
- (2) Clothing;
- (3) Tents, tarpaulins, or covers;
- (4) Cotton and other natural fiber products;
- (5) Woven silk or woven silk blends;
- (6) Spun silk yarn for cartridge cloth;
- (7) Synthetic fabric, and coated synthetic fabric;
- (8) Canvas products;
- (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles);

or

- (10) Any item of individual equipment manufactured from or containing such fibers, yarns, fabrics, or materials.

(b) This clause does not apply--

- (1) To supplies listed in FAR 25.108(d)(1), or other supplies for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
- (2) To foods which have been manufactured or processed in the United States, its possessions, or Puerto Rico; or
- (3) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement.

I. 52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through 3 years thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.52 52.216-19 Order Limitations. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 30,000 yds, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

Request For Quote

(1) Any order for a single item in excess of 45,000 yds;

(2) Any order for a combination of items in excess of 90,000 yds; or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [] days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.53 52.216-22 Indefinite Quantity. (OCT 1995)

This is a indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the .maximum.. The Government shall order at least the quantity of supplies or services designated in the Schedule as the .minimum..

(c) Except for any limitations on quantities in the Order Limitation clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractors and the Governments rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 days beyond contract expiration date.

I.54 52.223-11 Ozone-Depleting Substances. (JUN 1996)

(a) Definition. "Ozone-depleting substance", as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING

Contains (or manufactured with, if applicable) *[], a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

Request For Quote

* The Contractor shall insert the name of the substance(s).

I.55 52.252-4 Alterations in Contract. (APR 1984)

Portions of this contract are altered as follows:

There are no alterations at this time.

I.56 52.252-6 Authorized Deviations in Clauses. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any [insert regulation name] (48 CFR []) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

Request For Quote

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 FPI 1000K2 SUBCONTRACT CERTIFICATION

Supplement: LCL APPR

This contract does () does not () provide for any subcontracting possibilities. If answer is in the affirmative, offeror will submit a subcontracting plan in accordance with the requirements of FAR 52.219-9, FPR Temp. Reg. 50.

(End of Section)

K.2 52.203-2 Certificate of Independent Price Determination. (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to -

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offerors organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision [insert full name of person(s) in the offerors organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offerors organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Request For Quote

K.3 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. APR 1991

Normal;

a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K.4 52.204-3 Taxpayer Identification. (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

Request For Quote

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.5 52.204-5 Women-Owned Business (Other Than Small Business). (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is a women-owned business concern.

K.6 52.207-4 Economic Purchase Quantity - Supplies. (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or

Request For Quote

quotes are requested in this solicitation is (are) economically advantageous to the Government.

[]

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFER RECOMMENDATIONS

ITEM	QUANTITY	PRICE	
		QUOTATION	TOTAL
[]	[]	[]	[]
[]	[]	[]	[]
[]	[]	[]	[]
[]	[]	[]	[]

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Governments requirements indicate that different quantities should be acquired.

K.7 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (JAN 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(ii)(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has [] has not [] within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(1) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

Request For Quote

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offerors responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.8 52.215-6 Place of Performance. (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ___ intends, ___ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE	NAME AND ADDRESS OF OWNER
(STREET ADDRESS, CITY,	AND OPERATOR OF THE PLANT
STATE, COUNTY, ZIP CODE	OR FACILITY IF OTHER THAN
	OFFEROR OR RESPONDENT

Request For Quote

K.9 52.219-1 Small Business Program Representations. (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is--[insert NAICS code].

(2) The small business size standard is [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, as part of its offer that it (___) is, (___) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision --

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Request For Quote

"Women-owned small business concern," as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.10 52.222-21 Prohibition of Segregated Facilities. (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.11 52.222-22 Previous Contracts and Compliance Reports. (FEB 1999)

The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

Request For Quote

K.12 52.222-25 Affirmative Action Compliance. (APR 1984)

The offeror represents that -

(a) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.13 52.223-13 Certification of Toxic Chemical Release Reporting. (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
(Check each block that is applicable.)

___ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

___ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

Request For Quote

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 52.215-1 Instructions to Offerors--Competitive Acquisition. (FEB 2000) -- Alternate I OCT 1987

Normal;(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals. (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the

Request For Quote

Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

Request For Quote

- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
 - (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
 - (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
 - (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
 - (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
 - (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
 - (11) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (End of provision)

Alternate I (Oct 1997). As prescribed in 15.209(a)(1), substitute the following paragraph (f)(4) for paragraph (f)(4) of the basic provision:

(f)(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

L.2 52.215-5 Facsimile Proposals. (OCT 1997)

- (a) Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is: (202)305-7344.
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
 - (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
 - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
 - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format

Request For Quote

requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

L.3 52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation. FEB 1999

L.4 FPI 999.999-9 BUSINESS MANAGEMENT QUESTIONNAIRE
Supplement: LCL APPR

INSTRUCTIONS: Offerors must identify previous federal, state, and local governments and private contracts that they have completed and that are similar to the contract being evaluated. (List at least three (3) no more than five (5) contracts for evaluation)
(One contract reference per form. Form may be duplicated)

NOTE: If you have performed any UNICOR contracts list them first.

Contract Number: _____

Contract Agency (Name, Address, Zip Code & Telephone # & Email address):

Type of Contract: _____

Contract Dollar Value: _____

Date of Award: _____ Date Completed: _____

(IF not completed, provide status):

Type/Extent of Subcontracting:

Complexity of Product/Service:

Percentage of Work completed by your company:

Request For Quote

Description of supply/service(s) provided, location & relevancy of work:

Address, Telephone Number & E-mail of the Contact Person & their position:

Name of

Bank:_____

Address:_____

Point of Contact:_____

Telephone Number:_____

L.5 52.204-6 Data Universal Numbering System (DUNS) Number. (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number_____ that identifies the offerors name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.

(2) Company address.

(3) Company telephone number.

(4) Line of business.

(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com/>. If an

Request For Quote

offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.6 52.211-1 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29. (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to:

GSA Federal Supply Service Service
Specifications Section
Suite 8100
470 East L'Enfant Plaza SW
Washington, DC 20407
Telephone (202) 619-8925.
Facsimile (202)619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

L.7 52.211-2 Availability of Specifications Listed in the DoD Index of Specifications and Standards (DoDISS) and descriptions listed in the Acquisition Management Systems and Data Requirements Control List, DoD 5010.12-L. (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

L.8 52.214-34 Submission of Offers in the English Language. (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

L.9 52.214-35 Submission of Offers in U.S. Currency. (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

L.10 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a firm fixed priced type contract resulting from this solicitation.

L.11 52.233-2 Service of Protest. (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an

Request For Quote

agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Richard Broadwater, Chief, Procurement Branch, 400 1st Street, NW, Washington, DC 20534.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.12 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov

L.13 52.252-3 Alterations in Solicitation. (APR 1984)

There are no alterations at this time.

Request For Quote

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.232-15 Progress Payments Not Included. APR 1984

M.2 Evaluation

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Proposals will be evaluated in accordance with the relative order of importance of the following evaluation factors:

1. Past Performance
2. Specifications
3. Price

Tradeoff Process: It may be in the Government best interest to consider award to other than the lowest priced offeror or other than the highest technical rated offeror. This process may include tradoffs among cost/price and non cost factors and allows the Government to accept other than the lowest priced proposal if the perceived benefits of the higher priced proposal are determined to merit the additional cost.

Technical and past performance, when combined, are significantly more important than cost or price.

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either, party. Before the offers specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

M.3 ALL OR NONE

This solicitation is an All or None Requirement. Offerors must submit an offer on all line items. The all or non line items specified will be evaluated by adding the total extended price of all line items together.

M.4 SOURCE SELECTION INFORMATION

All of the evaluation criteria in this section is Source Selection Information as per FAR 3.104.

M.5 All offerors are advised that the Government intends to evaluate proposals and award with or without discussions. Therefore, the initial proposal should contain the offerors best terms from a cost or price, and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.